



# V I L L A G E   O F   K E Y   B I S C A Y N E

## MEMORANDUM

### *Village Council*

Michael W. Davey, *Mayor*  
Allison McCormick, *Vice Mayor*  
Luis Lauredo  
Edward London  
Brett Moss  
Katie Petros  
Ignacio J. Segurolo

DATE: April 9, 2019  
TO: Honorable Mayor and Councilmembers  
FROM: Andrea Agha, Village Manager   
RE: Authorization to Purchase and Maintain Two  
Physio-Control Lifepak 15 Heart  
Monitor/Defibrillators

### RECOMMENDATION

Authorize a purchase utilizing a governmental contract pursuant to Section 2-86 of the Village Code, for two (2) Physio-Control Lifepak 15 units from Physio-Control, Inc. ("Physio") in an amount not to exceed \$74,000.00. This fiscal year, the Village anticipates expending \$64,502.60, which includes the purchase price of the units at \$69,442.60, the first year of maintenance at \$3,060, and an \$8,000 credit for the trade-in of the end of life Lifepak 12 units. We further recommend authorizing a continuing maintenance agreement with Physio for the ongoing annual maintenance of the equipment pursuant to budgeted funds in the Fire Department.

Pricing was provided pursuant to Physio's competitively bid contract with the National Association of State Procurement Officers ("NASPO"), contract number NASPO17 #OK-SW-300, which was administered by the State of Oklahoma and is provided as an alternative contract source by the State of Florida, as Contract 42172101-18-NASPO-ACS.

Funds will tentatively be taken from the Village Hall Parking Lot – Acquisition line under the Capital Improvement Plan and reimbursed to the project in the CIP Budget Amendment scheduled to be presented before Council for first reading on April 30, 2019.

### BACKGROUND

The Village of Key Biscayne ("Village") Fire Rescue Department currently owns four (4) Lifepaks: two (2) Lifepak 15 units carried on the ALS Licensed Rescue Trucks and two (2) Lifepak 12 units carried on the ALS Licensed Fire Trucks. The Lifepak 12 units were manufactured in 2002 and have reached the end of their useful life. Furthermore, the manufacturer will no longer service the units, creating a potentially dangerous situation since the units cannot be regularly serviced and may fail due to lack of maintenance.

Lifepaks are critical part of any rescue or fire operation because they perform the vital

function of monitoring a patient's heart rate and serving as a defibrillator in the event of cardiac arrest. For the sake of operational efficiency in equipment between the Rescue and Fire Trucks, Village staff pursued replacing the Lifepak 12 units with two new Lifepak 15 units similar to what is outfitted in the Rescue Trucks. The Lifepak 15 units include significant advances in technology such as improved cardiac monitoring/defibrillation, noninvasive pacing, carbon monoxide monitoring, pulse oximetry, and Bluetooth capabilities over the previous Lifepak 12 units. These advancements mean the Fire trucks will have improved rescue capabilities with the newer units.

To initiate the purchase of the Lifepak 15 units, the Fire Rescue Department worked with Procurement to find an efficient purchasing mechanism that would allow expedient replacement of the units while also obtaining a competitive price. The conjoined effort lead to the decision to utilize the NASPO contract with Physio, contract number NASPO17 #OK-SW-300.

The NASPO contract is currently listed as an alternative contract source by the Florida Department of Management Services as contract number 42172101-18-NASPO-ACS for Automated External Defibrillator Units and Accessories. Since this contract was awarded pursuant to a competitively bid solicitation, it provided the needed equipment at a price that has undergone a competitive process. Utilizing this contract also eliminates the time and effort the Village would otherwise require to conduct its own competitive solicitation process.

The State of Florida provides two vendors to purchase from off the NASPO contract: Cardiac Science Corporation ("CSC") and Physio. Village staff decided to purchase from Physio to take advantage of operational efficiencies that exist when equipping both Fire and Rescue Trucks with the same equipment. Since Physio manufacturers the Lifepak 15 units already equipped in the Rescue Trucks, it would be more efficient and cost effective to purchase the same unit for the Fire Trucks. While CSC does offer a similar product, the Village would lose its operational efficiency because it would require new operational training to use CSC's interface and would limit the flexibility to assign personnel with the requisite training to either truck. Furthermore, between the two products, the Village's Fire Department Medical Director has recommended use of the Lifepak 15 units.

The Fire Rescue Department has reached out to Physio and received a quote using the pricing under the NASPO contract. The full cost of the Lifepak 15 units with the four-year maintenance plan is quoted at \$73,682.60, however, the Village will be trading in the older Lifepak 12 units for an \$8,000 credit to subsidize the purchase and paying annually for the four-year maintenance, thereby making the anticipated total cost for this fiscal year \$64,502.60. This pricing includes the cost of the hardware as well as a four-year maintenance service that includes preventative maintenance, parts and labor for restorative work, software updates, and battery replacement service. Should the Village Council approve this purchase, the Fire Rescue Department will initiate the purchase immediately.

This purchase will require a budget revision to move \$53,603 from the Village Hall Parking Lot – Acquisition line to the Emergency Medical Service - Equipment line item in the Capital Improvements Plan. This revision would leave \$1,346,397 unencumbered for other purposes in the Capital Improvement Plan and a total of \$65,000 under Emergency Medical Service – Equipment available for this purchase. The additional budget amount is requested to cover any unforeseen expenses that may arise.

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE AND MAINTENANCE OF FIRE RESCUE EQUIPMENT FROM PHYSIO-CONTROL, INC.; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN FIRE RESCUE EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 3.07(b) of the Village of Key Biscayne (“Village”) Charter, the Village Council desires to authorize the expenditure of Village funds for a capital project consisting of the purchase and maintenance of two Lifepak 15 monitors and defibrillators and related accessory equipment (the “Equipment”) for the Village’s Fire Rescue Department (the “Department”) to continue serving the Village residents and visitors and to facilitate the provision of day-to-day operations of the Department; and

**WHEREAS**, the type of purchase contemplated by the Village for the Equipment has been competitively bid by the State of Oklahoma and awarded by the State of Florida as Alternate Contract Source No. 42172101-18-NASPO-ACS (the “State Contracts”); and

**WHEREAS**, in accordance with Section 2-86 of the Village Code of Ordinances (“Code”), the Village Council seeks to authorize the Village Manager to purchase the Equipment from Physio-Control, Inc. (“Vendor”) consistent with the State Contracts and the Vendor’s Quote, attached hereto as “Exhibit “A” (the “Quote”); and

**WHEREAS**, the Village Council declares the fire rescue equipment listed on Exhibit “B” attached hereto (the “Surplus Property”) as surplus property as they have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this

Resolution, and authorizes the Village Manager to sell or otherwise dispose of the Surplus Property; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Village Council approves the purchase of the Equipment.

**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to purchase the Equipment from the Vendor consistent with the terms and conditions of the State Contracts and the Quote, subject to budgeted funds in an amount not to exceed \$74,000.

**Section 4. Declaration of Surplus Property.** That the Surplus Property has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Village Council declares the Surplus Property listed on Exhibit "B" attached hereto to be surplus personal property of the Village.

**Section 5. Authorizing Sale or Disposition of Surplus Property.** That the Village Manager is hereby authorized to sell or dispose of the Surplus Property by public auction or other procedure determined by the Village Manager to be in the best interests of the Village. Any surplus property items acquired by the Village pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

**Section 6.** **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 7.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

\_\_\_\_\_  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

# EXHIBIT A



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

<p>To</p> <p>VILLAGE OF KEY BISCAYNE                  Attn: Eric Lang, Chief                  560 CRANDON BLVD                  KEY BISCAYNE, FL 33149                  (305) 365-8989  <a href="mailto:elang@keybiscayne.fl.gov">elang@keybiscayne.fl.gov</a></p>	<p>Quote Number 00169827</p> <p>Revision # 1</p> <p>Created Date 4/2/2019</p> <p>Sales Consultant Sarah Heckman                  (813) 422-8010  <a href="mailto:sarah.heckman@stryker.com">sarah.heckman@stryker.com</a></p> <p>FOB Destination</p> <p>Terms All quotes subject to credit approval and the following terms and conditions</p> <p>NET Terms Net 30</p>
<p>Contract NASPO17 #OK-SW-300</p>	<p>Expiration Date 6/3/2019</p>

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	35,660.00	-5,244.80	30,415.20	60,830.40
11140-000015	AC power cord	2.00	83.00	-14.15	68.85	137.70
11140-000052	LP15 REDI-CHARGE Adapter Tray	2.00	211.00	-35.90	175.10	350.20
11141-000115	REDI-CHARGE Base (power cord not included)	2.00	1,555.00	-263.00	1,292.00	2,584.00
11160-000011	NIBP Cuff-Reusable, Infant	2.00	22.00	-4.15	17.85	35.70
11160-000013	NIBP Cuff-Reusable, Child	2.00	25.00	-4.60	20.40	40.80
11160-000017	NIBP Cuff -Reusable, Large Adult	2.00	34.00	-5.95	28.05	56.10
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	640.00	-96.00	544.00	1,088.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	59.00	-10.55	48.45	96.90
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	84.00	-14.30	69.70	139.40
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2.00	327.00	-55.00	272.00	544.00
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	2.00	206.00	-30.90	175.10	350.20
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	479.00	-80.35	398.65	3,189.20

Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	2.00	0.00	0.00	-4,000.00	-8,000.00
	LIFEPAK15 Service - 4 YEAR. On-site ProCare Prevent Coverage. Annual Payments. Includes: -Services performed at customer?s location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service	2.00	7,200.00	-1,080.00	6,120.00	12,240.00

Subtotal	USD 73,682.60
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

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Grand Total	USD 73,682.60
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**Pricing Summary Totals**

List Price Total	USD 96,044.00
Total Contract Discounts Amount	USD -14,361.40
Total Discount	USD 0.00
Trade In Discounts	USD -8,000.00
Tax + S&H	USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
USD 73,682.60

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

**- OR -**

Required information if no Purchase Order is provided

<b>Billing Address</b> same as address on quote	<b>Shipping Address</b> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State                      Zip Code	State                      Zip Code
<b>Accounts Payable Contact Information</b>	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	<b>Customer is Tax Exempt?</b> <b>Yes</b> <b>No</b>
<b>Authorized Customer Signature</b>	
Name	Signature
Title	Date

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number SH/11290101/196389

#### **General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

#### **Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

#### **Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be prorated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

**EXHIBIT B**

**Village of Key Biscayne Fire Rescue Department**

**Equipment Surplus List - April 2019**

<b>Item No.</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Year</b>	<b>Serial Number</b>
1	Physio-Control, Inc.	Lifepak 12 Biphasic – 3 Feature	2002	30247257
2	Physio-Control, Inc.	Lifepak 12 Biphasic – 3 Feature	2002	30247256